

	Item	units	Per Unit Cost	Total	Comments
4a.	LNP Software	735	\$ 4	\$ 2,938	
4c.	Voice Announcements	-	\$ -	\$ -	
4d.	Switch Translations	1	\$ 6,800	\$ 6,800	
4d.	Switch Translations	30	\$ 100	\$ 3,000	
5.	Hardware & Other (Please list items below)				
5a.	LNP Hardware	-	\$ -	\$ -	
5d.					

Comments

Total

Per Unit Cost

units

Item

EXPENSES	
Please list items below	
Regulatory/Legal/Admin/Cust Svc	yr1
yr1-5	asr orders
yr1	
yr2-5	
Employee Education	Tech
	Others
Technical Support/Processing/Trouble	tech
Customer Education	

6.

6a.

6b.

6c.

6d.

100.00	\$	200	\$	20,000	Projected 100 hours of regulatory/legal at a composite average billing rate of \$200/hour.
5.00	\$	2,000.00	\$	10,000	
34	\$	2.00	\$	68	Annual Fee charged by GVNW for LNP administration is \$2,000 and per port fee charged by GVNW is \$2
23	\$	2.00	\$	45	
	\$		\$	10,113	
1.00	\$	8,965	\$	8,965	NT Training class DMS-10 club
5.00	\$	300	\$	1,500	Estimated training cost for non-technical employees.
80.00	\$	50	\$	4,000	Estimated Technical labor hours for trouble, and support of LNP
40.00	\$	50	\$	2,000	
565.00	\$	0.75	\$	848	Reynolds based on previous pre-prepared mail pieces estimated the cost of \$0.75 per customer per mailing. WE projected that we would run two notices per year. Total changes in years 2-5 as access lines changes

Network Operations Support



Verizon Wireless
Interconnection/Numbering/Mandates
2785 Mitchell Drive MS 7-1
Walnut Creek, CA 94598

October 22, 2003

Reynolds Telephone Co., Inc.
221 W. Main St.
Reynolds, IL 61279

Re: Wireline-Wireless Local Number Portability Agreement

Dear Grace Ochsner:

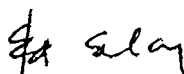
Verizon Wireless would like to establish an Inter-carrier Communications Process (ICP) for porting of numbers between Verizon Wireless and Reynolds Telephone Co., Inc.. We need to reach agreement quickly given the pending FCC deadline.

Attached is a proposed service level agreement which we believe will facilitate quick, reliable, and seamless porting for our respective customers.

Please let me know your availability, so that we can set a time for a meeting. Please direct your response to our single point of contact, Sharon Cañas, who can be reached at 925-279-6122 or Sharon.Canas@VerizonWireless.com. I look forward to working with you to develop an efficient and effective inter-carrier porting process between Verizon Wireless and Reynolds Telephone Co., Inc..

Thank you for your immediate attention to our request.

Sincerely,

for 
Bonnie R. Petti
Executive Director
Network Operations Headquarters Staff

BP:sc

Enclosure

AGREEMENT
WIRELESS-WIRELINE NUMBER PORTABILITY

by and between

Verizon Wireless

and

<<Wireline Carrier Name>>

THIS WIRELESS-WIRELINE NUMBER PORTABILITY SERVICE AGREEMENT ("Agreement") by and between Cellco Partnership d/b/a Verizon Wireless (a Delaware general partnership) and the Verizon Wireless Entities (collectively "Verizon Wireless"), each having an office and principal place of business at 180 Washington Valley Road, Bedminster, New Jersey 07921, and **[Wireline Carrier]**, on behalf of itself and its Affiliates (collectively "Carrier"), with offices located at **[Office Location]**. Verizon Wireless and Carrier may be collectively referred to as the "Parties" and individually as a "Party."

WHEREAS, the above named Parties wish to enter into an Agreement with each other and to be in compliance with the applicable rules and regulations of the Federal Communications Commission ("FCC Rules and Regulations").

WHEREAS, the Parties wish to enter into an Agreement to facilitate the ability of Customers to retain existing telephone numbers without impairment of quality, reliability, or convenience when switching from one of the Parties to this Agreement to the other Party to this Agreement through Local Number Portability.

WHEREAS, the Parties wish to enter into an Agreement to establish practices and procedures to ensure that Customer requests to port numbers are achieved efficiently, with minimal delays, except as required to validate a port request.

THEREFORE, the Parties wish to enter into this Agreement on the following terms and conditions:

1. TERM

This Agreement shall become effective in accordance with Section 34 ("Effective Date") and, except as otherwise provided in this Agreement, shall continue in full force and effect until either Party terminates the Agreement by providing notice of termination in writing to the other Party at least thirty (30) days in advance of such termination pursuant to the Notice provisions set forth in Section 18 of this Agreement. Upon termination, the Parties shall continue to provide Local Number Portability as may be required by Applicable Law.

2. CIRCUMSTANCES OF DEFAULT

A Party shall be in default under this Agreement if such Party:

- 2.1 Becomes insolvent, liquidates, is adjudicated as bankrupt, makes an assignment for the benefit of creditors, invokes any provision of law for the relief of debtors, or initiates any proceeding seeking protection from its creditors; and/or

- 2.2 Violates any applicable laws, statutes, or other legal requirements with respect to this Agreement; and/or
- 2.3 Fails to perform any material term, condition, or covenant of this Agreement and such Party fails to cure such nonperformance within thirty (30) calendar days of receipt of written notice of such default from the non-defaulting Party ("Cure Period"). Upon expiration of said Cure Period, the non-defaulting Party shall have the right to seek applicable remedies under this Agreement. When a default cannot be reasonably cured within the Cure Period, the time for cure may be extended by agreement of the Parties for such period of time as may be reasonably necessary to complete such cure, provided the defaulting Party shall have proceeded promptly to cure such default and shall continue to prosecute such curing with due diligence.
- 2.4 Notices hereunder shall be given to the Notice address set forth in Section 18.

3. REMEDIES AND TERMINATION

- 3.1 In the event of default under this Agreement (and with respect to a default under Section 2.3, the Cure Period stated therein), the non-defaulting Party shall have the right, at its option, to suspend performance under this Agreement or to terminate this Agreement without further liability upon providing written notice of such termination to the defaulting party pursuant to the Notice provisions set forth in Section 18.
- 3.2 This Agreement may be affected by changes, modifications, orders, and rulings of regulatory bodies, including the FCC, to the extent competent jurisdiction otherwise exists. Each Party shall promptly notify the other Party in writing of any governmental action that limits, suspends, cancels, withdraws, or otherwise materially affects the notifying Party's ability to perform its obligations under this Agreement. In the event a material modification is made to the obligations of a Party set forth in this Agreement, which materially affects the obligations of a Party hereunder, then either Party may terminate this Agreement pursuant to Section 1 of this Agreement. If neither Party exercises such a right of termination, and any legislative, regulatory, judicial or other governmental decision, order, determination or action, or any change in applicable law, materially affects any material provision of this Agreement, the rights or obligations of a Party hereunder, or the ability of a Party to perform any material provision of this Agreement, the Parties shall promptly renegotiate in good faith and amend in writing this Agreement in order to make such mutually acceptable revisions to this Agreement as may be required in order to conform the Agreement to Applicable Law.
- 3.3 The rights set forth in Sections 2 and 3 of this Agreement are in addition to, and not in limitation of, any other right or remedy that a non-defaulting party may have at law or in equity.
- 3.4 Notices hereunder shall conform to the Notice provisions set forth in Section 18.

4. DEFINITIONS

Unless the context clearly indicates otherwise, when a term listed in these Definitions is used in the Agreement, the term shall have the meaning stated in these Definitions. A defined term intended to convey the meaning stated in these Definitions is capitalized

when used. Other terms that are capitalized, and not defined in these Definitions or elsewhere in the Agreement, shall have the meaning stated in the Act.

- 4.1 Act: The Communications Act of 1934 (47 U.S.C. 151 et. seq.), as amended.
- 4.2 Affiliate: Shall have the meaning set forth in the Act.
- 4.3 Agreement: This Agreement including all appendices attached hereto, orders by a Party that have been accepted by the other Party, future amendments, modifications and supplements made in accordance herewith.
- 4.4 Applicable Law: All effective laws, government regulations and government orders, applicable to each Party's performance of its obligations under this Agreement.
- 4.5 Assigned Telephone Number: A telephone number that is assigned to a Customer that can originate and terminate telephone calls through the Public Switched Telephone Network. An Assigned Telephone Number may be a suspended telephone number unless that telephone number was suspended for fraud but, for avoidance of doubt, will not include a telephone number that has been disconnected.
- 4.6 Commercial Mobile Radio Service ("CMRS"): Shall be as defined by the FCC.
- 4.7 Customer Proprietary Network Information ("CPNI"): Shall have the meaning set forth in Section 222 of the Act, 47 U.S.C. Section 222.
- 4.8 Customer: An end user and subscriber to the services provided by either of the Parties.
- 4.9 Customer Information: CPNI of a Customer and any other non-public, individually identifiable information about a Customer or, if applicable, the purchase by a Customer of the services or products of a Party.
- 4.10 Customer Service Records ("CSR"): The records that contain the identity, service address, rate plan or plans, and other information on the Customer.
- 4.11 Electronic Data Interface ("EDI"): A data interface for exchange of information between providers.
- 4.12 End Office: A switching entity used in performing, originating and terminating functions for calls to or from Customers. As used in this Agreement, the term End Office shall be used in reference to End Office Switches used by Carrier and other wireline carriers.
- 4.13 Inter-carrier Communications Process ("ICP"): The communication process between the OSP and the NSP, which validates the Customer information and initiates and completes the port request. The ICP includes the exchange of the LSR/LR.
- 4.14 Local Number Portability ("LNP"): Shall have the meaning set forth in the Act.
- 4.15 Local Service Request ("LSR"): Forms containing information about a Customer who desires to port a telephone number to the NSP. A sample LSR and

descriptions of the fields therein can be found in the Local Service Ordering Guidelines ("LSOG").

- 4.16 Location Routing Number ("LRN"): Ten-digit number assigned to a switch or point of interconnection used for routing calls.
- 4.17 Metropolitan Statistical Areas ("MSA"): An MSA denotes a large urban population market as designated by the U.S. government.
- 4.18 Mobile Switching Center ("MSC"): A CMRS carrier's switching entity used to perform originating, transit and terminating functions for calls to and from end users, also referred to as Mobile Telecommunications Switching Office or "MTSO."
- 4.19 New Service Provider ("NSP"): The new provider that will provide service to the Customer and to whom the Customer ports its Assigned Telephone Number.
- 4.20 Number Portability Administration Center ("NPAC"): A neutral third party center that processes porting information from and disseminates that information to telecommunication carriers. The NPAC processes the NSP subscriber port request and downloads the LRN associated with the subscriber ported telephone number to local number portability databases.
- 4.21 Old Service Provider ("OSP"): The provider providing service to the Customer at the time the Customer requests porting of the Assigned Telephone Number.
- 4.22 Verizon Wireless Entities: Any FCC-licensed entity doing business as Verizon Wireless and/or directly or indirectly controlled by Cellco Partnership.

5. INFORMATION

The Parties acknowledge that Customer Information may be exchanged between the Parties and may be subject to legal restrictions on its use or disclosure, including without limitation laws relating to CPNI. The Parties may only obtain and use such restricted Customer Information in accordance with applicable laws and the restrictions contained in this Agreement. Prior to initiating a port request with the OSP, the NSP shall obtain consent from the Customer that permits the OSP to release to and/or to confirm with the NSP the information about the Customer that was sought by the NSP in the port request process. The NSP shall indemnify, defend, and hold harmless the OSP from and against any liabilities, claims, or demands, including costs, and expenses (including reasonable attorneys' fees) arising from or relating to any failure on the part of the NSP to obtain from the Customer consent for the OSP to release/confirm information about the Customer that was or is sought by the NSP in the port request process.

6. NUMBER PORTABILITY

6.1 Scope

The Parties shall provide LNP on a reciprocal basis pursuant to this Agreement in accordance with FCC Rules and Regulations as may be prescribed from time to time. "Delay" or "denial" of ports between Parties shall only occur in the event a Party is unable to complete the validation of those validation elements expressly set forth in Appendix A.

6.2 Procedures for Providing LNP

The Parties will follow the porting intervals applicable to wireline-wireline porting more specifically described in the North American Numbering Council's Local Number Portability Administration Selection Working Group, dated April 25, 1997, Appendix E, Section 7.1, Figure 1 until such time as the FCC adopts an LNP provisioning process flow and porting intervals for Inter-Service Provider LNP applicable between wireline and wireless carriers, at which time the Parties will follow LNP provisioning process flow and porting intervals established by the FCC. In addition, the Parties agree to follow the LNP ordering procedures established at the OBF for porting of Assigned Telephone Numbers.

- 6.2.1 For purposes of this Section 6, "Party A" refers to a Party whose Customer elects to become a Customer of the other Party ("Party B") and to utilize the original telephone number(s) corresponding to the service(s) it previously received from Party A, in conjunction with the service(s) it will now receive from Party B. Upon Party B receiving authorization from the Customer in accordance with Applicable Law and sending an LNP order to Party A, Parties A and B will work together to port the Customer's telephone number(s) from Party A's network to Party B's network.
- 6.2.2 When a telephone number is ported out of the Carrier network, Carrier will remove all line-based features and calling card(s) associated with the ported number(s) from its Line Information Database ("LIDB"). Reactivation of the line-based calling card in another LIDB, if applicable, is the responsibility of Verizon Wireless or the Customer.
- 6.2.3 When a Customer's number is ported between the Parties, Carrier will follow the 911 Guidelines recommended by the National Emergency Number Association ("NENA") with regard to emergency services databases.
- 6.2.4 When Party A ports telephone numbers of its Customer to Party B and the Customer has previously secured a reservation of line numbers from Party A for possible activation at a future point, these reserved but inactive numbers may be ported along with the active numbers to be ported provided the numbers have been reserved for the Customer. Party B may request that Party A port all reserved numbers assigned to the Customer or that Party A port only those numbers listed by Party B. As long as Party B maintains reserved but inactive numbers ported for the Customer, Party A shall not reassign those numbers. Party B shall not reassign the reserved numbers to another Customer.
- 6.2.5 NXX codes shall be portable in accordance with FCC Rules and Regulations except those permitted to be designated non-portable by the same FCC Rules and Regulations. The Parties, moreover, shall ensure that all switches, whether currently owned or hereafter acquired, are upgraded to facilitate LNP to the extent required by FCC Rules and Regulations.
- 6.2.6 Numbers can be ported to and from carriers whose licensed areas overlap and where the receiving carrier has the ability to provide service, as applicable. Porting numbers under these circumstances does not require modification and/or changes to current transport agreements.

6.3 LNP Ordering Procedures

6.3.1 Numbers to be ported from Carrier to Verizon Wireless

6.3.1.1 Orders for LNP shall be submitted by VZW to Carrier using an LSR either via web GUI, FAX or EDI. Verizon Wireless shall submit LSRs to port numbers only on behalf of itself and entities for which it has authority to act.

6.3.1.2 Instructions for submitting an LSR to Carrier are available via **[TBD – identify where instructions are found]**.

6.3.2 Numbers to be ported from Verizon Wireless to Carrier

6.3.2.1 Orders for LNP shall be submitted by Carrier to Verizon Wireless utilizing validation information as required by Verizon Wireless and as applied to all other wireline carriers.

6.3.2.2 Instructions for submitting a validation request to Verizon Wireless will be provided via the Verizon Wireless process agreed to by the Parties.

6.4 Procedures for Providing LNP Through Full NXX Code Migration

When a Party has activated an entire NXX code for a single Customer and such Customer chooses to receive service from the other Party, the Parties shall follow the procedures set forth in the Industry Number Committee ("INC") Guideline 95-0407-0008 Central Office Code (NXX) Assignment Guidelines Section 7.

6.5 Procedures for Providing LNP Using Type 1 Numbers

Upon request of Verizon Wireless, the Parties will work together to migrate telephone numbers assigned to Type 1 trunks to the Verizon Wireless switch.

6.6 Procedures for Requesting LNP Capability

Either Party may submit a written request that the other Party upgrade any of its End Offices/MSCs to become LNP capable.

6.6.1 If either Party desires to have LNP capability deployed in an End Office/MSO of the other Party that is not currently capable, the requesting Party shall issue an LNP request to the other Party. The Party receiving such request will respond to the requesting Party within ten (10) calendar days of receipt of the request with a date for which LNP will be available in the requested End Office/MSO. The Party receiving the request shall proceed to provide for LNP in compliance with the procedures and timelines set forth in FCC Rules and Regulations.

6.6.2 The Parties will each be responsible for updating the LERG to reflect the LNP capabilities of their respective End Offices/MSOs.

6.7 The Parties acknowledge and agree that telecommunications system interruptions or service outages may occur which may delay the processing of port requests. The Parties shall use best reasonable efforts to avoid such interruptions or outages and with respect to scheduled outages or maintenance

activities shall work with each other to schedule them so as to minimize disruptions to subscribers. Scheduled interruptions/maintenance should adhere to standard industry agreed upon maintenance windows for the NPAC.

7. TROUBLE, MAINTENANCE AND REPAIR

- 7.1 Both Parties agree to work expeditiously to resolve any issues associated with porting a Customer between the two Parties. Before either Party reports a trouble condition, that Party must first use commercially reasonable efforts to isolate the trouble to the other Party's actions or facilities. In order to facilitate trouble reporting and resolution, the Parties shall provide the trouble reporting contact information, per Section 22 of this Agreement. It is the responsibility of each Party to maintain the accuracy of its contact information and to notify the other Party of changes and modifications.
- 7.2 As part of the commitments set forth in Section 7.1 of this Agreement, each Party shall monitor and perform effective maintenance through testing and the performance of proactive maintenance activities such as routine testing, development of and adherence to appropriate network trouble isolation processes and periodic review of operational elements for translations, routing and network faults.

8. DIRECTORY LISTINGS

This Agreement does not govern or authorize the inclusion of listings in directories that may be published by a Party. Verizon Wireless shall not indicate on an LSR to be submitted to Carrier that it seeks for a ported number to be listed in a Carrier directory. Any listings shall be subject to separate agreement.

9. FRAUD

The Parties agree to cooperate in good faith with each other to investigate, minimize, and take corrective action in cases of fraud related to number portability. Each Party assumes responsibility for all fraud related to number portability associated with its Customers and accounts. Neither Party shall bear responsibility for, and shall have no obligation to investigate or make adjustments to, the accounts of the other Party in cases of fraud by the other Party's Customers or other third parties.

10. COSTS

The Parties to this Agreement will be responsible for their own costs incurred in implementing this Agreement.

11. USE OF TRADEMARKS

The Parties agree that they will not use the name, service marks or trademarks of the other Party or any of its affiliated companies in any manner whatsoever without such Party's specific written consent, which consent the other Party may grant or withhold in its sole discretion. Neither Party is licensed hereunder to conduct business under any logo, trademark, service or trade name (or any derivative thereof) of the other Party. Neither Party shall issue any press release or other publicity concerning this Agreement without the prior written consent of the other Party, which consent the other Party may grant or withhold in its sole discretion. Neither Party may imply any direct or indirect affiliation with or sponsorship or endorsement of it or its services or products by the other Party. Any violation of this Section 11 shall be considered a material breach of this Agreement.

12. COMPLIANCE WITH LAWS

The Parties shall comply with all federal, state and local laws applicable to their performance hereunder. Neither Party shall be liable for any delay or failure in performance by it that results from requirements of Applicable Law, or acts or failures to act of any governmental entity or official.

13. FORCE MAJEURE

Neither Party shall be responsible for any delay or failure in performance of any part of this Agreement to the extent that such delay or failure results from causes beyond its reasonable control ("Conditions"), whether or not foreseeable by such Party. Such Conditions include, but are not limited to, acts of God, wars, revolution, civil commotion, acts of public enemy, embargo, acts of government in its sovereign capacity, labor difficulties, including without limitation, strikes, slowdowns, picketing or boycotts. If any such Condition occurs, the Party delayed or unable to perform ("Delayed Party"), upon giving prompt notice to the other Party, shall be excused from such performance on a day-to-day basis during the continuance of such Condition (and the other Party shall likewise be excused from performance of its obligations on a day-to-day basis during the same period); provided, however, that the Party so affected shall use commercially reasonable efforts to avoid or remove such Condition and both Parties shall proceed immediately with the performance of their obligations under this Agreement whenever such causes are removed or cease. Nothing in this Agreement shall require the non-performing Party to settle any labor dispute except as the non-performing Party, in its sole discretion, determines appropriate.

14. ASSIGNMENT

This Agreement or any right or interest under this Agreement may not be assigned or transferred nor may any obligation under this Agreement be delegated without the prior written consent of the other Party, which consent may not be unreasonably withheld. Any attempted assignment or delegation in violation of this Section 14 shall be void and ineffective and constitute default of this Agreement.

15. BINDING EFFECT

This Agreement shall inure to the benefit of, and shall be binding upon the Parties hereto and their respective successors and permitted assigns.

16. INDEMNIFICATION

16.1 Each Party ("Indemnifying Party") shall indemnify, defend, and hold harmless the other Party ("Indemnified Party"), the Indemnified Party's Affiliates, (for purposes of this Section 16, Affiliates shall include Verizon Wireless Entities) and the directors, officers and employees of the Indemnified Party and the Indemnified Party's Affiliates, from and against any and all liabilities, claims, demands, suits, actions, settlements, judgments, fines, penalties, injuries, damages, or losses including costs (including court costs) and expenses (including reasonable attorneys' fees) ("Claims") that arise out of bodily injury to or death of any person, or damage to, or destruction or loss of, tangible real and/or personal property of any person to the extent such injury, death, damage, destruction or loss, was proximately caused by the grossly negligent or intentionally wrongful acts or omissions of the Indemnifying Party, the Indemnifying Party's Affiliates, or the directors, officers, employees, agents, or contractors (excluding the Indemnified Party) of the Indemnifying Party or the Indemnifying Party's Affiliates, in relation

to a port request under this Agreement, including a Claim where there is (a) a claim, demand, suit or action by a person who is not a Party, (b) a settlement with, judgment by, or liability to, a person who is not a Party, or (c) a fine or penalty imposed by a person who is not a Party (collectively referred to as a "Third Party Claim").

16.2 A Party seeking to be indemnified hereunder shall follow, and the Indemnifying Party's obligations under Section 16.1 shall be conditioned on following, the Indemnification Process set forth in this Section 16.2.

16.2.1 The Indemnified Party: (a) shall provide the Indemnifying Party with prompt, written notice of any Claim after becoming aware thereof (including a statement of facts known to the Indemnified Party related to the Claim and an estimate of the amount thereof); (b) prior to taking any material action with respect to a Third Party Claim, shall consult with the Indemnifying Party as to the procedure to be followed in defending, settling, or compromising the Claim; (c) shall not consent to any settlement or compromise of a Third Party Claim without the written consent of the Indemnifying Party; (d) shall permit the Indemnifying Party to assume the defense of a Third Party Claim (including, except as provided below, the compromise or settlement thereof) at the Indemnifying Party's own cost and expense, provided, however, that the Indemnified Party shall have the right to approve the Indemnifying Party's choice of legal counsel.

16.2.2 If the Indemnified Party fails to comply with Section 16.2.1 with respect to a Claim, to the extent such failure shall have a material adverse effect upon the Indemnifying Party, the Indemnifying Party shall be relieved of its obligation to indemnify, defend and hold harmless the Indemnified Party with respect to such Claim under this Agreement.

16.2.3 Subject to 16.2.4 and 16.2.5, below, the Indemnifying Party shall have the authority to defend and settle any Third Party Claim.

16.2.4 With respect to any Third Party Claim, the Indemnified Party shall be entitled to participate with the Indemnifying Party in the defense of the Claim if the Claim requests equitable relief or other relief that could affect the rights of the Indemnified Party. In so participating, the Indemnified Party shall be entitled to employ separate counsel for the defense at the Indemnified Party's expense. The Indemnified Party shall also be entitled to participate, at its own expense, in the defense of any Claim, as to any portion of the Claim as to which it is not entitled to be indemnified, defended and held harmless by the Indemnifying Party.

16.2.5 In no event shall the Indemnifying Party settle a Third Party Claim or consent to any judgment with regard to a Third Party Claim without the prior written consent of the Indemnified Party, which shall not be unreasonably withheld, conditioned or delayed. In the event the settlement or judgment requires a contribution from or affects the rights of an Indemnified Party, the Indemnified Party shall have the right to refuse such settlement or judgment with respect to itself and, at its own cost and expense, take over the defense against the Third Party Claim, provided that in such event the Indemnifying Party shall not be responsible for, nor shall it be obligated to indemnify or hold harmless the Indemnified Party against, the Third Party Claim for any amount in excess of such refused settlement or judgment.

16.2.6 The Indemnified Party shall, in all cases, assert any and all provisions in applicable Tariffs and Customer contracts that limit liability to third persons as a bar to, or limitation on, any recovery by a third-person claimant.

16.2.7 The Indemnifying Party and the Indemnified Party shall offer each other all reasonable cooperation and assistance in the defense of any Third Party Claim.

16.3 Each Party agrees that it will not impede or bring any action against the other Party, the other Party's Affiliates, or any of the directors, officers or employees of the other Party or the other Party's Affiliates, based on any claim by any person for personal injury or death that occurs in the course or scope of employment of such person by the other Party or the other Party's Affiliate and that arises out of performance of this Agreement.

16.4 Each Party's obligations under this Section 16 shall survive expiration, cancellation or termination of this Agreement.

17. RELATIONSHIP OF THE PARTIES

17.1 Neither Party undertakes by this Agreement or otherwise to perform or discharge any liability or obligation of the other Party, whether regulatory or contractual, or to assume any responsibility whatsoever for the conduct of the business or operations of the other Party. The relationship of the Parties under this Agreement shall be that of independent contractors and is a non-exclusive relationship. Nothing contained in this Agreement is intended to give rise to an employment relationship, partnership or joint venture between the Parties or to impose upon the Parties any of the duties or responsibilities of employers, partners or joint venturers.

17.2 Except for provisions herein expressly authorizing a Party to act for another Party, nothing in this Agreement shall constitute a Party as a legal representative or agent of the other Party, nor shall a Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against, in the name or on behalf of the other Party unless otherwise expressly permitted by such other Party in writing, which permission may be granted or withheld by the other Party in its sole discretion.

17.3 Each Party shall have sole authority and responsibility to hire, fire, compensate, supervise, and otherwise control its employees, agents and contractors. Each Party shall be solely responsible for payment of any Social Security or other taxes that it is required by Applicable Law to pay in conjunction with its employees, agents and contractors, and for withholding and remitting to the applicable taxing authorities any taxes that it is required by Applicable Law to collect from its employees.

17.4 A Party may use a contractor of the Party (including, but not limited to, an Affiliate of the Party) to perform the Party's obligations under this Agreement, provided that a Party's use of a contractor shall not release the Party from any duty or liability to fulfill the Party's obligations under this Agreement.

18. NOTICES

Unless otherwise specified in this Agreement, all notices required under this Agreement shall be given in writing. All notices shall be given by personal delivery, express delivery service with next Business Day delivery, confirmed facsimile (with copy delivered by personal delivery, express delivery service with next Business Day delivery or certified mail, return receipt requested) or certified mail, return receipt requested to the person(s) specified below or to such other addresses as a Party may designate by written notice to the other Party. If sent by the United States Postal Service mail, such notices shall be deemed received on the earlier of actual receipt or five (5) business days following deposit. For the other forms of notice, notice will be deemed given as of (a) where there is personal delivery of the notice, the date of actual receipt, (b) where the notice is sent via express delivery service for next Business Day delivery, the next Business Day after the notice is sent, and (c) where the notice is sent via facsimile telecopy, if the notice is sent on a Business Day and before 5 PM in the time zone where it is received, on the date set forth on the telecopy confirmation, or if the notice is sent on a non-Business Day or if the notice is sent after 5 PM in the time zone where it is received, the next Business Day after the date set forth on the telecopy confirmation.

Notices shall be sent to:

To Verizon Wireless: Verizon Wireless
Port Center
300 River Rock Blvd
Murfreesboro, TN 37128
Attn: Port Center Director
Fax: 1-615-372-2425

With a copy to: Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Assistant General Counsel – Procurement &
Technology
Fax: (908) 306-7766

If to Carrier: [provide carrier notice information]

19. WAIVER

The delay or failure of either Party to enforce any of the provisions of this Agreement, or exercise in any respect any right or remedy provided for in this Agreement or at law or in equity, or to require performance of any of the provisions of this Agreement, or to exercise any option which is provided under this Agreement shall not be deemed a waiver of any such provisions, rights, remedies or options under this Agreement.

20. SEVERABILITY

If any of the provisions of this Agreement shall be invalid or unenforceable, then such invalidity or unenforceability shall not invalidate or render unenforceable the entire Agreement. The entire Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of the Parties shall be construed and enforced accordingly; provided, that if the invalid or unenforceable provision is a material provision of this Agreement, or the invalidity or unenforceability materially affects the rights or obligations of a Party hereunder or the ability of a Party to perform any material provision of this Agreement, the Parties shall promptly renegotiate in good faith and amend in writing this Agreement in order to make such mutually acceptable revisions to this Agreement as may be required in order to conform the Agreement to Applicable Law.

21. LIMITATION OF LIABILITY

Except as otherwise provided in this Agreement, neither Party shall be liable to the other Party, the other Party's Customers or to any other person in connection with the performance or nonperformance under this Agreement, including but not limited to, any claims for any indirect, incidental, consequential, special damages, including (without limitation) damages for lost profits, regardless of the form of action, whether in contract, indemnity, warranty, strict liability, or tort.

22. ESCALATION PROCEDURES

The Parties agree to provide each other with trouble reporting contacts and procedures via their respective web sites or other means agreed to by the Parties. In addition, the Parties agree to provide each other with escalation contacts and procedures via their respective web sites or other means agreed to by the Parties. Should a Party encounter any problems with respect to compliance with this Agreement that cannot be resolved through the trouble reporting contacts and procedures, then a Party may utilize the escalation contacts set forth in Appendix B ("Trouble Reporting General Contact Information") and the procedures set forth in Appendix C ("Carrier Escalation Procedures") and Appendix D ("Carrier Trouble Ticket Detail"). However, this Section 22 shall not operate in limitation or derogation of Sections 2 or 3 of this Agreement or the notice requirements set forth therein. In the event either Party fails to provide contact and procedures for trouble reporting and escalation, the Parties may utilize the Notice provisions set forth in Section 18.

In addition to the escalation procedures set forth in this Section 22, either Party may seek resolution of a dispute arising under this Agreement by pursuing any remedies available to it under this Agreement, at law, in equity, or otherwise, including, but not limited to, instituting an appropriate proceeding before the FCC or other regulatory body, or a court of competent jurisdiction; provided, however, that a Party pursuing any such remedy shall first notify the other Party of the dispute in writing through the Notice provisions set forth in Section 18 of this Agreement.

23. ARTICLE HEADINGS

The headings of the Articles are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Agreement.

24. CHOICE OF LAW

The construction, interpretation and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of New York without regard to any conflicts of law principles that would require the application of the laws of any other jurisdiction.

25. AMENDMENTS, MODIFICATIONS AND SUPPLEMENTS

Amendments, modifications and supplements to this Agreement are allowed, provided that (a) all such amendments, modifications and supplements shall be in writing signed by authorized representatives of both Parties; and (b) all such amendments, modifications and supplements shall by reference incorporate this Agreement in its entirety and identify the specific sections or paragraphs contained herein which are amended, modified or supplemented; and (c) all such amendments, modifications and supplements shall not be construed to adversely affect vested rights or causes of action

which have accrued prior to the effective date of such amendment, modification or supplement.

26. ENTIRE AGREEMENT

This Agreement together with its appendices constitutes the entire agreement between the Parties and cancels all contemporaneous or prior agreements, whether written or oral, with respect to the subject matter of this Agreement.

27. RESERVATION OF RIGHTS

Notwithstanding anything to the contrary in this Agreement, neither Party waives, and each Party hereby expressly reserves, its rights to (a) challenge the lawfulness of this Agreement and any provision of this Agreement; (b) seek changes in this Agreement (including, but not limited to, changes in rates, charges and the porting services that must be offered) through changes in Applicable Law; and (c) challenge the lawfulness and propriety of, and to seek to change, any Applicable Law, including, but not limited to any rule, regulation, order or decision of the FCC, other regulatory body or a court of applicable jurisdiction. Nothing in this Agreement shall be deemed to limit or prejudice any position a Party has taken or may take before the FCC, any other state or federal regulatory or legislative bodies, courts of applicable jurisdiction, or industry fora. The provisions of this Section 27 shall survive the expiration, cancellation or termination of this Agreement.

28. SURVIVAL

The rights, liabilities and obligations of a Party for acts or omissions occurring prior to the expiration, cancellation or termination of this Agreement, the rights, liabilities and obligations of a Party under any provision of this Agreement regarding confidential information, indemnification or defense, or limitation or exclusion of liability, and the rights, liabilities and obligations of a Party under any provision of this Agreement which by its terms or nature is intended to continue beyond or to be performed after the expiration, cancellation or termination of this Agreement, shall survive the expiration, cancellation or termination of this Agreement.

29. TERRITORY

Verizon Wireless shall include a list of states in which its affiliates or other related entities operate and in which Verizon Wireless seeks to port Assigned Telephone Numbers with Carrier. With respect to Carrier this Agreement shall apply only to the territories in the states listed in Appendix E that are served by the Carrier affiliates listed in Appendix F. The foregoing shall not be construed to require that the porting between the Parties which is contemplated by this Agreement be memorialized by, or otherwise reduced to, an agreement under 47 U.S.C. §251 or otherwise construed to confer jurisdiction on states, including their regulatory agencies, over such porting unless otherwise conferred by Applicable Law.

30. THIRD PARTY BENEFICIARIES

Except as expressly set forth in this Agreement, this Agreement is for the sole benefit of the Parties and their permitted assigns, and nothing herein shall create or be construed to provide any third persons (including, but not limited to, Customers or contractors of a Party) with any rights (including, but not limited to, any third-party beneficiary rights) hereunder. Except as expressly set forth in this Agreement, a Party shall have no liability under this Agreement to the Customers of the other Party or to any other third person.

31. WARRANTIES

EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, NEITHER PARTY MAKES OR RECEIVES ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES PROVIDED, OR TO BE PROVIDED, UNDER THIS AGREEMENT AND THE PARTIES DISCLAIM ANY OTHER WARRANTIES, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE WARRANTIES AGAINST INFRINGEMENT, AND WARRANTIES ARISING BY TRADE CUSTOM, TRADE USAGE, COURSE OF DEALING OR PERFORMANCE, OR OTHERWISE.

32. INTELLECTUAL PROPERTY

- 32.1 Except as expressly stated in this Agreement, this Agreement shall not be construed as granting a license with respect to any patent, copyright, trade name, trademark, service mark, trade secret or any other intellectual property, now or hereafter owned, controlled or licensable by either Party. Except as expressly stated in this Agreement, neither Party may use any patent, copyrightable materials, trademark, trade name, trade secret or other intellectual property right, of the other Party except in accordance with the terms of a separate license agreement between the Parties granting such rights.
- 32.2 Except as stated in Section 32.4, neither Party shall have any obligation to defend, indemnify or hold harmless, or acquire any license or right for the benefit of, or owe any other obligation or have any liability to, the other Party or its Affiliates (for purposes of this Section 32.4, Affiliates shall include Verizon Wireless Entities) or Customers based on or arising from any Third Party Claim alleging or asserting that the provision or use of any service, facility, arrangement, or software by either Party under this Agreement, or the performance of any service or method, either alone or in combination with the other Party, constitutes direct, vicarious or contributory infringement or inducement to infringe, or misuse or misappropriation of any patent, copyright, trademark, trade secret, or any other proprietary or intellectual property right of any Party or third person. Each Party, however, shall offer to the other reasonable cooperation and assistance in the defense of any such claim.
- 32.3 NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE PARTIES AGREE THAT NEITHER PARTY HAS MADE, AND THAT THERE DOES NOT EXIST, ANY WARRANTY, EXPRESS OR IMPLIED, THAT THE USE BY EACH PARTY OF THE OTHER'S SERVICES PROVIDED UNDER THIS AGREEMENT SHALL NOT GIVE RISE TO A CLAIM OF INFRINGEMENT, MISUSE, OR MISAPPROPRIATION OF ANY INTELLECTUAL PROPERTY RIGHT.
- 32.4 The Parties agree that the services provided hereunder shall be subject to the terms, conditions and restrictions contained in any applicable agreements (including, but not limited to software or other intellectual property license agreements) between the Parties and their respective vendors. The Parties agree to advise each other, directly or through a third party, of any such terms, conditions or restrictions that may limit a Party's use of a service provided by the other Party that is otherwise permitted by this Agreement. Upon written request of a Party, to the extent required by Applicable Law, the Party receiving such request will use its best efforts, as commercially practicable, to obtain intellectual property rights from its vendor to allow the requesting Party to use the service in the same manner as the Party receiving such request that are coextensive with its intellectual property rights, on terms and conditions that are equal in quality to

the terms and conditions under which it has obtained its intellectual property rights. The Party making such request shall reimburse the other Party for the cost of obtaining such rights.

33. CONFIDENTIALITY

33.1 As used in this Section 33, "Confidential Information" means the following information that is disclosed by one Party ("Disclosing Party") to the other Party ("Receiving Party") in connection with, or anticipation of, this Agreement:

33.1.1 books, records, documents and other information disclosed pursuant to this Agreement;

33.1.2 any forecasting information provided pursuant to this Agreement;

33.1.3 Customer Information (except to the extent that (a) the Customer information is published in a directory, (b) the Customer information is disclosed through or in the course of furnishing a Telecommunications Service, such as a Directory Assistance Service, Operator Service, Caller ID or similar service, or LIDB service where such disclosure is otherwise authorized by applicable agreements or law, or (c) the Customer to whom the Customer Information is related has authorized the Receiving Party to use and/or disclose the Customer Information);

33.1.4 information related to specific facilities or equipment (including, but not limited to, cable and pair information);

33.1.5 any information that is in written, graphic, electromagnetic, or other tangible form, and marked at the time of disclosure as "Confidential" or "Proprietary"; and

33.1.6 any information that is communicated orally or visually and declared to the Receiving Party at the time of disclosure, and by written notice with a statement of the information given to the Receiving Party within ten (10) days after disclosure, to be "Confidential or "Proprietary."

Notwithstanding any other provision of this Agreement, a Party shall have the right to refuse to accept receipt of information that the other Party has identified as Confidential Information pursuant to Sections 33.1.5 and 33.1.6.

33.2 Except as otherwise provided in this Agreement, the Receiving Party shall:

33.2.1 use the Confidential Information received from the Disclosing Party only in performance of this Agreement; and

33.2.2 using the same degree of care that it uses with similar confidential information of its own (but in no case a degree of care that is less than commercially reasonable), hold Confidential Information received from the Disclosing Party in confidence and restrict disclosure of the Confidential Information solely to those of the Receiving Party's Affiliates (for purposes of this Section 33, Affiliates shall include Verizon Wireless Entities) and the directors, officers, employees, agents and contractors of the Receiving Party and the Receiving Party's Affiliates, that have a need to receive such Confidential Information in order to perform the Receiving Party's obligations under this Agreement. The Receiving

Party's Affiliates and the directors, officers, employees, agents and contractors of the Receiving Party and the Receiving Party's Affiliates, shall be required by the Receiving Party to comply with the provisions of this Section 33 in the same manner as the Receiving Party. The Receiving Party shall be liable for any failure of the Receiving Party's Affiliates or the directors, officers, employees, agents or contractors of the Receiving Party or the Receiving Party's Affiliates, to comply with the provisions of this Section 33.

- 33.3 The Receiving Party shall return or destroy all Confidential Information received from the Disclosing Party, including any copies made by the Receiving Party, within thirty (30) days after a written request by the Disclosing Party is delivered to the Receiving Party, except for (a) Confidential Information that the Receiving Party reasonably requires to perform its obligations under this Agreement, and (b) one copy for archival purposes only.
- 33.4 Unless otherwise agreed, the obligations of Sections 33.2 do not apply to information that:
- 33.4.1 was, at the time of receipt, already in the possession of or known to the Receiving Party free of any obligation of confidentiality and restriction on use;
- 33.4.2 is or becomes publicly available or known through no wrongful act of the Receiving Party, the Receiving Party's Affiliates, or the directors, officers, employees, agents or contractors of the Receiving Party or the Receiving Party's Affiliates;
- 33.4.3 is rightfully received from a third person having no direct or indirect obligation of confidentiality or restriction on use to the Disclosing Party with respect to such information;
- 33.4.4 is independently developed by the Receiving Party;
- 33.4.5 is approved for disclosure or use by written authorization of the Disclosing Party (including, but not limited to, in this Agreement); or
- 33.4.6 is required to be disclosed by the Receiving Party pursuant to Applicable Law, provided that the Receiving Party shall have made commercially reasonable efforts to give adequate notice of the requirement to the Disclosing Party in order to enable the Disclosing Party to seek protective arrangements.
- 33.5 Notwithstanding the provisions of Sections 33.1 through 33.4, the Receiving Party may use and disclose Confidential Information received from the Disclosing Party to the extent necessary to enforce the Receiving Party's rights under this Agreement or Applicable Law. In making any such disclosure, the Receiving Party shall make reasonable efforts to preserve the confidentiality and restrict the use of the Confidential Information while it is in the possession of any person to whom it is disclosed, including, but not limited to, by requesting any governmental entity to whom the Confidential Information is disclosed to treat it as confidential and restrict its use to purposes related to the proceeding pending before it.

- 33.6 The Disclosing Party shall retain all of the Disclosing Party's right, title and interest in any Confidential Information disclosed by the Disclosing Party to the Receiving Party. Except as otherwise expressly provided in this Agreement, no license is granted by this Agreement with respect to any Confidential Information (including, but not limited to, under any patent, trademark or copyright), nor is any such license to be implied solely by virtue of the disclosure of Confidential Information.
- 33.7 The provisions of this Section 33 shall be in addition to and not in derogation of any provisions of Applicable Law, including, but not limited to, 47 U.S.C. § 222, and are not intended to constitute a waiver by a Party of any right with regard to the use, or protection of the confidentiality of, CPNI provided by Applicable Law.
- 33.8 Each Party's obligations under this Section 33 shall survive expiration, cancellation or termination of this Agreement.

34. SIGNATURES

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement through their authorized representatives on the date or dates below to be effective when executed by both Parties.

CARRIER

By: _____

Printed: _____

Title: _____

Date: _____

VERIZON WIRELESS
(Continued on next page)

Allentown SMSA Limited Partnership d/b/a Verizon Wireless
 By Bell Atlantic Mobile Systems of Allentown, Inc., Its General Partner
 Anderson CellTelCo d/b/a Verizon Wireless
 By Cellco Partnership, Its General Partner
 Athens Cellular, Inc. d/b/a Verizon Wireless
 Badlands Cellular of North Dakota Limited Partnership d/b/a Verizon Wireless
 By: CommNet Cellular Inc., Its Managing Agent
 Bell Atlantic Mobile of Asheville, Inc. d/b/a Verizon Wireless
 Bell Atlantic Mobile of Rochester, LP d/b/a Verizon Wireless
 By Upstate Cellular Network, Its General Partner
 By Cellco Partnership, Its General Partner
 Binghamton MSA Limited Partnership d/b/a Verizon Wireless
 By NYNEX Mobile of New York Limited Partnership, Its General Partner
 By Upstate Cellular Network, Its General Partner
 By Cellco Partnership, Its General Partner
 Bismarck MSA Limited Partnership d/b/a Verizon Wireless
 By Cellular Inc. Network Corporation, Its General Partner
 Boise City MSA Limited Partnership d/b/a Verizon Wireless
 By Verizon Wireless (VAW) LLC, Its General Partner
 California RSA No. 4 Limited Partnership d/b/a Verizon Wireless
 By Pinnacles Cellular, Inc., Its General Partner
 Cellco Partnership d/b/a Verizon Wireless
 Cellular Inc. Network Corporation d/b/a Verizon Wireless
 Chicago 10 MHz LLC d/b/a Verizon Wireless
 By Cellco Partnership, Its Sole Member
 Chicago SMSA LP d/b/a Verizon Wireless
 By Cellco Partnership, Its General Partner
 Colorado 7 – Saguache Limited Partnership d/b/a Verizon Wireless
 By: CommNet Cellular Inc., Its Managing Agent
 Colorado RSA No. 3 Limited Partnership d/b/a Verizon Wireless
 By Verizon Wireless (VAW) LLC, Its General Partner
 CommNet Cellular License Holding LLC d/b/a Verizon Wireless
 By Cellular Inc. Financial Corporation, Its Sole Member
 CyberTel Cellular Telephone Company d/b/a Verizon Wireless
 By Cellco Partnership, Its General Partner
 Dallas MTA, LP d/b/a Verizon Wireless
 By Verizon Wireless Texas, LLC, Its General Partner
 Danville Cellular Telephone Company Limited Partnership d/b/a Verizon Wireless
 By Cellco Partnership, Its General Partner
 Des Moines MSA General Partnership d/b/a Verizon Wireless
 By Verizon Wireless (VAW) LLC, Its General Partner
 Dubuque MSA Limited Partnership d/b/a Verizon Wireless
 By Southwestco Wireless, LP, Its General Partner
 By Southwestco Wireless, Inc., Its General Partner
 Duluth MSA Limited Partnership d/b/a Verizon Wireless
 By AirTouch Minnesota, LLC, Its General Partner
 By Cellco Partnership, Its Sole Member
 Eastern South Dakota Cellular, Inc. d/b/a Verizon Wireless
 Fayetteville Cellular Telephone Company Limited Partnership d/b/a Verizon Wireless
 By Cellco Partnership, Its General Partner
 Fresno MSA Limited Partnership d/b/a Verizon Wireless
 By Cellco Partnership, Its General Partner
 Gadsden CellTelCo Partnership d/b/a Verizon Wireless
 By Cellco Partnership, Its General Partner
 Gila River Cellular General Partnership d/b/a Verizon Wireless
 By Cellco Partnership, Its Managing General Partner

Gold Creek Cellular of Montana Limited Partnership d/b/a Verizon Wireless
 By Cellular Inc. Network Corporation, Its General Partner
 Grays Harbor-Mason Cellular Limited Partnership d/b/a Verizon Wireless
 By Verizon Wireless (VAW) LLC, Its General Partner
 GTE Mobilnet of California Limited Partnership d/b/a Verizon Wireless
 By Cellco Partnership, Its General Partner
 GTE Mobilnet of Florence, Alabama Incorporated d/b/a Verizon Wireless
 GTE Mobilnet of Fort Wayne Limited Partnership d/b/a Verizon Wireless
 By GTE Wireless of the Midwest Incorporated, Its General Partner
 GTE Mobilnet of Indiana Limited Partnership d/b/a Verizon Wireless
 By GTE Wireless of the Midwest Incorporated, Its General Partner
 GTE Mobilnet of Indiana RSA #3 Limited Partnership d/b/a Verizon Wireless
 By GTE Wireless of the Midwest Incorporated, Its General Partner
 GTE Mobilnet of Indiana RSA #6 Limited Partnership d/b/a Verizon Wireless
 By GTE Wireless of the Midwest Incorporated, Its General Partner
 GTE Mobilnet of Santa Barbara Limited Partnership d/b/a Verizon Wireless
 By Cellco Partnership, Its General Partner
 GTE Mobilnet of South Texas Limited Partnership d/b/a Verizon Wireless
 By San Antonio MTA LP, Its General Partner
 By Verizon Wireless Texas, LLC, Its General Partner
 GTE Mobilnet of Terre Haute Limited Partnership d/b/a Verizon Wireless
 By GTE Wireless of the Midwest Incorporated, Its General Partner
 GTE Mobilnet of Texas RSA #17 Limited Partnership d/b/a Verizon Wireless
 By San Antonio MTA LP, Its General Partner
 By Verizon Wireless Texas, LLC, Its General Partner
 GTE Mobilnet of Texas RSA #21 Limited Partnership d/b/a Verizon Wireless
 By San Antonio MTA LP, Its General Partner
 By Verizon Wireless Texas, LLC, Its General Partner
 GTE Mobilnet of the Southwest LLC d/b/a Verizon Wireless
 By Cellco Partnership, Its Sole Member
 GTE Wireless of the Midwest Incorporated d/b/a Verizon Wireless
 Hamilton Cellular Telephone Company d/b/a Verizon Wireless
 By New Par, Its General Partner
 By Verizon Wireless (VAW) LLC, Its General Partner
 Idaho 6 – Clark Limited Partnership d/b/a Verizon Wireless
 By: CommNet Cellular Inc., Its Managing Agent
 Idaho RSA No. 1 Limited Partnership d/b/a Verizon Wireless
 By Verizon Wireless (VAW) LLC, Its General Partner
 Idaho RSA No. 2 Limited Partnership d/b/a Verizon Wireless
 By Verizon Wireless (VAW) LLC, Its General Partner
 Idaho RSA 3 Limited Partnership d/b/a Verizon Wireless
 By Verizon Wireless (VAW) LLC, Its General Partner
 Illinois RSA 1 Limited Partnership d/b/a Verizon Wireless
 By GTE Wireless of the Midwest Incorporated, Its General Partner
 Illinois RSA 6 and 7 Limited Partnership d/b/a Verizon Wireless
 By Illinois SMSA Limited Partnership, Its General Partner
 By Cellco Partnership, Its General Partner
 Illinois SMSA Limited Partnership d/b/a Verizon Wireless
 By Cellco Partnership, Its General Partner
 Indiana RSA #1 Limited Partnership d/b/a Verizon Wireless
 By GTE Wireless of the Midwest Incorporated, Its General Partner
 Indiana RSA 2 Partnership d/b/a Verizon Wireless
 By Cellco Partnership, Its General Partner
 Iowa 8 – Monona Limited Partnership d/b/a Verizon Wireless
 By CommNet Cellular Inc., Its Managing Agent

Iowa RSA 5 Limited Partnership d/b/a Verizon Wireless
 By GTE Wireless of the Midwest Incorporated, Its General Partner

Iowa RSA 10 General Partnership
 By Cellco Partnership d/b/a Verizon Wireless, Its Manager

Iowa RSA No. 4 Limited Partnership d/b/a Verizon Wireless
 By GTE Wireless of the Midwest Incorporated, Its General Partner

Kentucky RSA No. 1 Partnership d/b/a Verizon Wireless
 By Cellco Partnership, Its General Partner

Los Angeles SMSA Limited Partnership d/b/a Verizon Wireless
 By AirTouch Cellular, Its General Partner

Missouri Valley Cellular, Inc. d/b/a Verizon Wireless
 By CommNet Cellular, Inc., Its Managing Agent

Modoc RSA Limited Partnership d/b/a Verizon Wireless
 By AirTouch Cellular, Its General Partner

Muskegon Cellular Partnership d/b/a Verizon Wireless
 By Verizon Wireless (VAW) LLC, Its General Partner

NC-2 LLC d/b/a Verizon Wireless

New Hampshire RSA 2 Partnership d/b/a Verizon Wireless
 By Cellco Partnership, Its General Partner

New Mexico RSA 3 Limited Partnership d/b/a Verizon Wireless
 By GTE Mobilnet of the Southwest LLC, Its General Partner
 By Cellco Partnership, its Sole Member

New Mexico RSA 6-I Partnership d/b/a Verizon Wireless
 By GTE Mobilnet of the Southwest LLC, Its General Partner
 By Cellco Partnership, Its Sole Member

New Mexico RSA No. 5 Limited Partnership d/b/a Verizon Wireless
 By GTE Mobilnet of the Southwest LLC, Its General Partner
 By Cellco Partnership, Its Sole Member

New Par d/b/a Verizon Wireless
 By Verizon Wireless (VAW) LLC, Its General Partner

New York RSA 2 Cellular Partnership d/b/a Verizon Wireless
 By Upstate Cellular Network, Its General Partner
 By Cellco Partnership, Its General Partner

New York RSA No. 3 Cellular Partnership d/b/a Verizon Wireless
 By Upstate Cellular Network, Its General Partner
 By Cellco Partnership, Its General Partner

New York SMSA Limited Partnership d/b/a Verizon Wireless
 By Cellco Partnership, Its General Partner

North Central RSA 2 of North Dakota Limited Partnership d/b/a Verizon Wireless
 By CommNet Cellular Inc., Its Managing Agent

North Dakota 5 - Kidder Limited Partnership d/b/a Verizon Wireless
 By CommNet Cellular Inc., Its Managing Agent

North Dakota RSA No. 3 Limited Partnership d/b/a Verizon Wireless
 By AirTouch North Dakota, LLC, Its General Partner

Northeast Pennsylvania SMSA Limited Partnership d/b/a Verizon Wireless
 By Cellco Partnership, Its General Partner

Northern New Mexico Limited Partnership d/b/a Verizon Wireless
 By Cellular Inc. Network Corporation, Its General Partner

Northwest Dakota Cellular of North Dakota Limited Partnership d/b/a Verizon Wireless
 By CommNet Cellular Inc., Its Managing Agent

NYNEX Mobile Limited Partnership 1 d/b/a Verizon Wireless
 By Cellco Partnership, Its General Partner

NYNEX Mobile Limited Partnership 2 d/b/a Verizon Wireless
 By Cellco Partnership, Its General Partner

NYNEX Mobile of New York, LP d/b/a Verizon Wireless
 By Upstate Cellular Network, Its General Partner
 By Cellco Partnership, Its General Partner
 Olympia Cellular Limited Partnership d/b/a Verizon Wireless
 By Verizon Wireless (VAW) LLC, Its General Partner
 Omaha Cellular Telephone Company d/b/a Verizon Wireless
 By AirTouch Nebraska, LLC, Its General Partner
 By Cellco Partnership, Its Sole Member
 Orange County-Poughkeepsie Limited Partnership d/b/a Verizon Wireless
 By Verizon Wireless of the East LP, Its General Partner
 By Verizon Wireless of Georgia LLC, Its General Partner
 By Cellco Partnership, Its Sole Member
 Oxnard-Ventura-Simi Limited Partnership d/b/a Verizon Wireless
 By AirTouch Cellular, Its General Partner
 Pennsylvania 3 Sector 2 Limited Partnership d/b/a Verizon Wireless
 By Cellco Partnership, Its General Partner
 Pennsylvania 4 Sector 2 Limited Partnership d/b/a Verizon Wireless
 By Cellco Partnership, Its General Partner
 Pennsylvania RSA 1 Limited Partnership d/b/a Verizon Wireless
 By Cellco Partnership, Its General Partner
 Pennsylvania RSA No. 6 (I) Limited Partnership d/b/a Verizon Wireless
 By Cellco Partnership, Its General Partner
 Pennsylvania RSA No. 6 (II) Limited Partnership d/b/a Verizon Wireless
 By Cellco Partnership, Its General Partner
 Pittsburgh SMSA Limited Partnership d/b/a Verizon Wireless
 By Cellco Partnership, Its General Partner
 Pittsfield Cellular Telephone Company d/b/a Verizon Wireless
 By Cellco Partnership, Its General Partner
 Platte River Cellular of Colorado Limited Partnership d/b/a Verizon Wireless
 By: CommNet Cellular Inc., Its Managing Agent
 Portland Cellular Partnership d/b/a Verizon Wireless
 By Cellco Partnership, Its General Partner
 Pueblo Cellular, Inc. d/b/a Verizon Wireless
 Redding MSA Limited Partnership d/b/a Verizon Wireless
 By Sacramento Valley Limited Partnership, Its General Partner
 By AirTouch Cellular, Its General Partner
 Rockford MSA Limited Partnership d/b/a Verizon Wireless
 By GTE Wireless of the Midwest Incorporated, Its General Partner
 RSA 7 Limited Partnership d/b/a Verizon Wireless
 By AirTouch Iowa RSA 7, LLC, Its Managing Partner
 By Cellco Partnership, Its Sole Member
 Sacramento Valley Limited Partnership d/b/a Verizon Wireless
 By AirTouch Cellular, Its General Partner
 San Antonio MTA, L.P. d/b/a Verizon Wireless
 By Verizon Wireless Texas, LLC, Its General Partner
 San Isabel Cellular of Colorado Limited Partnership d/b/a Verizon Wireless
 By: CommNet Cellular Inc., Its Managing Agent
 Sanborn Cellular, Inc. d/b/a Verizon Wireless
 By CommNet Cellular, Inc., Its Managing Agent
 Sangre De Cristo Cellular, Inc. d/b/a Verizon Wireless
 By CommNet Cellular, Inc., Its Managing Agent
 Seattle SMSA Limited Partnership d/b/a Verizon Wireless
 By Cellco Partnership, Its General Partner
 Sioux City MSA Limited Partnership d/b/a Verizon Wireless
 By Cellular Inc. Network Corporation, Its General Partner

Smoky Hill Cellular of Colorado Limited Partnership d/b/a Verizon Wireless
 By CommNet Cellular Inc., Its Managing Agent
 Southern & Central Wireless, LLC d/b/a Verizon Wireless
 By Cellco Partnership, Its Sole Member
 Southern Indiana RSA Limited Partnership d/b/a Verizon Wireless
 By GTE Wireless of the Midwest Incorporated, Its General Partner
 Southwestco Wireless LP d/b/a Verizon Wireless
 By Southwestco Wireless Inc., Its Managing Partner
 Spokane MSA Limited Partnership d/b/a Verizon Wireless
 By Verizon Wireless (VAW) LLC, Its General Partner
 Springfield Cellular Telephone Company d/b/a Verizon Wireless
 By New Par, Its General Partner
 By Verizon Wireless (VAW) LLC, Its General Partner
 St. Joseph CellTelCo d/b/a Verizon Wireless
 By Verizon Wireless (VAW) LLC, Its General Partner
 St. Lawrence Seaway RSA Cellular Partnership d/b/a Verizon Wireless
 By Upstate Cellular Network, Its General Partner
 By Cellco Partnership, Its General Partner
 Syracuse SMSA Limited Partnership d/b/a Verizon Wireless
 By Upstate Cellular Network, Its General Partner
 By Cellco Partnership, Its General Partner
 The Great Salt Flats Partnership d/b/a Verizon Wireless
 By AirTouch Utah, LLC, Its General Partner
 By Cellco Partnership, Its Sole Member
 Topeka Cellular Telephone Company, Inc. d/b/a Verizon Wireless
 Tuscaloosa Cellular Partnership d/b/a Verizon Wireless
 By Cellco Partnership, Its General Partner
 Upstate Cellular Network d/b/a Verizon Wireless
 By Cellco Partnership, Its General Partner
 Utah RSA 6 Limited Partnership d/b/a Verizon Wireless
 By CommNet Cellular Inc., Its Managing Agent
 Verizon Wireless (VAW) LLC d/b/a Verizon Wireless
 Verizon Wireless of the East LP d/b/a Verizon Wireless
 By Verizon Wireless of Georgia LLC, Its General Partner
 By Cellco Partnership, Its Sole Member
 Verizon Wireless Personal Communications LP d/b/a Verizon Wireless
 Verizon Wireless Tennessee Partnership d/b/a Verizon Wireless
 By Cellco Partnership, Its General Partner
 Vermont RSA Limited Partnership d/b/a Verizon Wireless
 By NYNEX Mobile Limited Partnership 1, Its General Partner
 By Cellco Partnership, Its General Partner
 Virginia RSA 5 Limited Partnership d/b/a Verizon Wireless
 By Cellco Partnership, Its General Partner
 Virginia 10 RSA Limited Partnership d/b/a Verizon Wireless
 By Cellco Partnership, Its General Partner
 Wasatch Utah RSA No. 2 Limited Partnership d/b/a Verizon Wireless
 By AirTouch Utah, LLC, Its General Partner
 By Cellco Partnership, Its Sole Member
 Washington, DC SMSA Limited Partnership d/b/a Verizon Wireless
 By Cellco Partnership, Its General Partner
 Waterloo MSA Limited Partnership d/b/a Verizon Wireless
 By Southwestco Wireless LP, Its General Partner
 By Southwestco Wireless Inc., Its General Partner

Wyoming 1 – Park Limited Partnership d/b/a Verizon Wireless
By CommNet Cellular Inc., Its Managing Agent

By: _____

Printed: _____

Title: _____

Date: _____



October 22, 2003

Reynolds Telephone Co., Inc.
221 W. Main St.
Reynolds, IL, 61279

Verizon Wireless
Interconnection/Numbering/Mandates
2785 Mitchell Drive MS 7-1
Walnut Creek, CA 94598

Attn: Grace Ochsner,

Consistent with the rules of the Federal Communications Commission ("FCC"), on November 24, 2003, Verizon Wireless will begin competitive porting by offering customers local number portability ("LNP").¹ The FCC sought to simplify the task of identifying the switches in each MSA in which number portability is deployed to facilitate competitive entry.² Thus, the FCC's rules require local exchange carriers to make available, upon request by any interested party, a list of their switches for which provisioning of number portability has been requested (and therefore provided) and a list of their switches for which provisioning of number portability has not been requested.³

Verizon Wireless has reviewed our commonly licensed areas and has found the following switches and NPA-NXXs not LNP capable. Upon receipt and verification of the attached Bonafide Request, Verizon Wireless requests that all of these commonly licensed areas, NPA-NXX and switch CLLIs are provisioned for LNP service. The timeframes for conversion to LNP of any additional switches are governed by the FCC's rules and range from 30 days to 180 days, depending upon the status of the switches.

To facilitate this request, please review and list any additional switches and NPA-NXXs serving those rate centers listed on the attached form that are not LNP capable and by what date these will be LNP capable. In addition, for those switches that are not LNP capable, please indicate the status of the switch using the categories developed by the FCC in its rules (i.e., equipped remote, hardware capable, capable switches requiring hardware, and non-capable).⁴ Please review and correct, if necessary the carrier name listed on the Bonafide Request. We request that you acknowledge receipt of this Bonafide Request and arrange to complete and return the attached form to the undersigned contact for Verizon Wireless within 10 days. Please call the undersigned with any questions or concerns.

A handwritten signature in cursive script, appearing to read "Linda Godfrey".

Linda Godfrey
Verizon Wireless
Interconnection, Numbering and Mandates
925-279-6570

Enclosures

¹ See 47 C.F.R. § 52.31.

² Local Number Portability, *First Memorandum Opinion and order on Reconsideration*, 12 FCC Rcd. 7236, ¶¶59-66 (1997).

³ *Id.* at ¶64; 47 C.F.R. § 52.23(b)(2)(iii).

⁴ 47 C.F.R. § 52.23 (b)(2)(iv)(A-D).

Bonafide Request Form (BFR)

Purpose:

The purpose of this letter is to request the deployment of long-term Local Number Portability as defined by the FCC. Specifically, this form requests that **ALL** codes serving the Metropolitan Statistical Areas be opened for portability in the LERG and the NPAC and **ALL** switches serving these areas are LNP capable.

TO (RECIPIENT):

If LERG contact info is incorrect, please change below.

Company Name: **Reynolds Telephone Co., Inc.**

OCN: **1075**

Contact Name: _____

Contact's Address: _____

Contact's

Email: _____

Contact's Fax: _____

Contact's Phone: _____

FROM (REQUESTOR):

Company Name: **Cellco Partnership d/b/a**

Verizon Wireless

Contact Name: **Linda Godfrey**

Contact's Address: **2785 Mitchell Drive
Walnut Creek, CA 94598
Building 7-1, 7111G**

Contact's Email:

Linda.Godfrey@Verizonwireless.com

Contact's Fax: **925-279-6621**

Contact's Phone: **925-279-6570**

Timing:

Date of Request: **October 23, 2003**

Receipt Confirmation

Due By: **Due no later than 10 days after the date of the request.**

Effective Date: **November 24, 2003 or May 24, 2004 pursuant to the FCC rules**

Wireless Wireline Bonafide Request Form (BFR) for Local Number Portability

(LNP)

Designated NPA-NXX and switch CLLIs

State	Rate Center	NPA	NXX	SWITCH	LNP Capable y/n	Date LNP Capable
IL	REYNOLDS	309	372	RYNLILXDDS0		

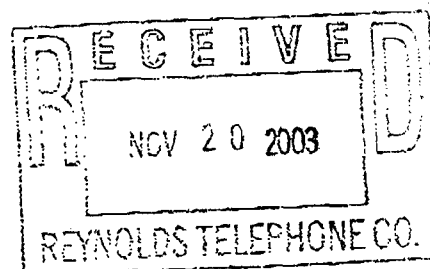
Interconnection/Numbering/Mandates



Verizon Wireless
2785 Mitchell Drive MS 7-1
Walnut Creek, CA 94598

November 18, 2003

IMMEDIATE ATTENTION REQUESTED
Reynolds Telephone Co., Inc.
221 W. Main St.
Reynolds, IL 61279



Re: Local Number Portability

Dear Grace Ochsner:

The FCC has recently reiterated the pre-existing deadlines for local number porting for wireless and wireline carriers operating outside the Top 100 MSAs, effective May 24, 2004. Verizon Wireless Cellco Partnership d/b/a Verizon Wireless would like to begin to complete a Service Level Agreement (SLA) to ensure a smooth transition to number portability by establishing procedures to govern the exchange of information during the porting process. Specifically, an SLA would serve several purposes: memorialize the intercarrier communications processes that the two carriers intend to follow, capture appropriate porting center and trouble contacts, and contain the parties' agreement to successfully facilitate porting customers. If you have not already received a copy of our SLA, you can obtain one by contacting Sharon Cañas at 925-279-6122 or email Sharon.Canas@VerizonWireless.com.

If negotiating an SLA is not possible in the next few weeks before the LNP deadline, Verizon Wireless's immediate concern is in obtaining, at minimum, a Trading Partner Profile (TPP). The TPP would provide basic factual information necessary to accomplish portability and would include those entities covered by the profile and any back-office or porting center contacts. Verizon Wireless plans to integrate this information into its information systems and also provide it to personnel staffing our porting center. Whether or not an SLA is ultimately executed, sharing this type of factual information is necessary to facilitate porting as well as fallout resolution. In this regard, we have enclosed a copy of the TPP with appropriate contact information.

Please include a response to this request along with a point of contact for provision of TPP information and/or SLA discussions in a letter or email addressed to the undersigned. Thank you for your immediate attention and cooperation.

A handwritten signature in cursive script that reads "Linda Godfrey".

Linda Godfrey
Member of Technical Staff
Interconnection Numbering and Mandates
Headquarters Network Operations Staff

Enclosure